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VOL. XLIII., No. 44.

## The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 2, 1899.

\* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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### CURRENT TOPICS.

THE INCIDENTS this week in the DREYFUS case have been the discomfiture of M. BERTILLON and the evidence of Captain FREYSTÄTTER. In the court-martial of 1894 M. BERTILLON and his system appear to have had great—possibly determining weight. In the present it is possible that the judges may be able to discover some meaning in it, but to the world generally the system remains an unintelligible mystery. On the other hand the results at which M. BERTILLON arrives in this very questionable manner have been contradicted by the evidence of real experts in handwriting—notably by M. GOBERT, of the Bank of France. The appearance of Captain FREYSTÄTTER to give the history of the secret communication of documents to the court-martial of 1894 has been perhaps the most striking incident in the present trial. Colonel MAUREL, the president of the earlier court-martial, had been, not improperly, allowed to impose his own limits on how much or how little he should say, but it was assumed that what he did say would be the truth. Upon the essential point of the communicating of secret documents none of the correspondents, as far as we are aware, doubt that he fell short of his duty and that Captain FREYSTÄTTER is the witness of truth. Whether the documents had much or little influence on the court, it is now clear that they were presented in a way—to put it mildly—grossly unfair to the prisoner. The result so far is that the proceedings of the court-martial of 1894 are discredited, that the handwriting evidence is out of court, and that no evidence of any other kind has been adduced to prove the guilt of Captain DREYFUS. Moreover, the fiction of the confession has been exploded. But while all this is clear enough at a distance, no one can answer for the minds of the military judges.

A CIRCULAR (which will be found elsewhere) has been issued by the Local Government Board to the overseers of the poor calling attention to the provisions of the Tithe Rent-Charge (Rates) Act, 1899, and pointing out the appropriate procedure for putting the Act into operation. The principle of the Act is to apply to the owner of tithe rent-charge attached to a benefice the exemption in respect of rates which exists in favour of occupiers of agricultural land under the Agricultural Rates Act, 1896. It is to be noticed that the new exemption only applies in the case of tithe rent-charge attached to a benefice—a definition of the term "benefice" is given in the Act—and, further, that "tithe rent-charge" has the same meaning as in the Tithe Act, 1891; consequently the exemption applies only where

there is a tithe rent-charge issuing out of lands and payable in pursuance of the Tithe Acts, and not to the case of a rent-charge payable under the Extraordinary Tithe Act, 1886, or to tithes on pasture or sums payable for cattle turned on common land. As under the Agricultural Rates Act, moreover, the exemption does not apply in cases, such as that of a rate under the Lighting and Watching Act, 1833, where the owner of the tithe rent-charge is already liable, as compared with the occupier of buildings, to pay in the proportion of one-half or less than one-half of the rate. In order to prevent the deficit caused by the exemption from falling directly upon other ratepayers, it is provided that the remitted half of the rates on tithe rent-charge shall be paid, on demand by the rate-collector on the surveyor of taxes for the district, by the Inland Revenue Commissioners out of the estate duty grant. The exemption applies only to rates made after the 15th inst., and is limited to the continuance of the Agricultural Rates Act, 1896—that is, to the period of five years from the 31st of March, 1897. The circular deals in detail with the changes in the mode of demand and in the keeping of the rate-books which are required to give effect to the exemption.

THE DECISION OF BYRNE, J., in *Santley v. Wilde* upon which we commented some time ago (*ante*, p. 254), has been reversed on appeal. The case is important as to "clogging the equity of redemption." The plaintiff was underlessee of a theatre with an option to purchase the leasehold reversion for £2,000. Desiring to exercise this option, she borrowed £2,000 of the defendant upon the security of a mortgage of the lease. The £2,000 was to be repaid by twenty equal quarterly payments of £100 each. The defendant, not being fully satisfied with the security, stipulated that, in addition to interest on his money, he should have one-third of the clear net profit rents obtained by the plaintiff from her under-tenants as and when the same were received by her, and notwithstanding that all principal and interest might have been paid. If this arrangement were carried out the whole of the principal would be repaid by 1900, while the share of the rents would continue to be paid until the expiration of the term in 1905. An action having been brought by the plaintiff to redeem on payment only of principal, interest, and costs, BYRNE, J., decided in her favour, holding that the covenant for payment of one-third of the profit rents was void as an illegal clog of the equity of redemption. The Court of Appeal has now reversed this decision, and has held that the case comes within the principle of *Biggs v. Hoddinott* (47 W. R. 84; 1898, 2 Ch. 307), where effect was given to a stipulation by the mortgagee of a public-house that during the continuance of the security the public-house should be tied to the mortgagee's brewing business. As the Master of the Rolls put it, a mortgage is a security for the payment of a debt or the performance of an obligation, and any provision preventing redemption on payment of the debt or performance of the obligation is an illegal clog or fetter on the equity of redemption; but the debt or obligation itself, the payment or performance of which is to be secured, whatever its nature or amount, is not such a clog or fetter. Here the payment of the one-third of the profit rents was simply part of the obligation whose performance was secured by the mortgage, and was a thing for which in the circumstances the mortgagee might quite reasonably stipulate. No fraud, oppression, overreaching, or undue influence by the defendant was alleged; and therefore the bargain made between the parties was perfectly valid and enforceable. That the case was a difficult one is clearly shown by the remark of ROMER, L.J., that, although he thought the decision of BYRNE, J., could not stand, yet he could well understand how he, as a judge of first instance, should have felt himself bound to come to the conclusion he did.

IN THE CASE of *Re Neil Mackenzie* the Court of Appeal reversed the decision of the Divisional Court (*ante*, p. 589), and sanctioned the payment by the sheriff of the landlord's claim for rent out of the proceeds of sale in his hands under an execution, notwithstanding that at the time of payment he had notice of an act of bankruptcy by the tenant and execution debtor. Goods of the

debtor were taken in execution under a writ of *fi. fa.* on the 19th of August, 1898, and sold on the 14th of September. On the 16th of September the sheriff had notice of an act of bankruptcy committed by the debtor, and on the 6th of October he received notice of the landlord's claim for a quarter's rent. On the 12th of October he had notice that a receiving order had been made against the debtor. He still had the proceeds of sale in his hands, and on the 22nd of October he paid the landlord his rent, and handed the balance over to the official receiver. The official receiver disputed the right of the sheriff to pay the rent, and both the county court judge and the Divisional Court (WRIGHT and BIGHAM, JJ.) held that the payment was not justified, and that the sheriff must refund the amount personally. The matter is complicated by the diverse considerations dependent on the execution and the bankruptcy. The procedure under each set of circumstances separately is well established, but the difficulty is to discover exactly how the sheriff's well-recognized course upon an execution is affected by the occurrence of the bankruptcy. As soon as the goods are taken in execution they are in *custodia legis*, and are privileged from distress; so that, apart from statute, the execution would quite defeat the landlord's rights. Under 8 Anne, c. 14, s. 1, however, the landlord has a year's arrears of rent guaranteed to him, and till these have been paid the goods cannot be removed under the execution. The proper course under the statute is for the sheriff to apply to the execution creditor for the amount necessary to satisfy the landlord. If the creditor provides it, the sheriff pays the landlord and proceeds with the execution. If the creditor fails to provide it, the sheriff is not bound to proceed further with the execution, but may return "*nulla bona*" and withdraw: see judgment of LORD ESHER, M.R., in *Thomas v. Mirehouse* (19 Q. B. D., p. 566). But though this is the strict course to be adopted by the sheriff under the statute, yet in practice he is accustomed to sell the goods without recourse to the creditor and then pay the landlord out for the proceeds of sale; and the propriety of this course has been recognized by decisions under which, in the case of an irregular sale of this kind, the landlord is not confined to his remedy against the sheriff for wrongfully selling, but is allowed a direct lien upon the proceeds of sale; so that as long as such proceeds remain in the sheriff's hands the landlord can obtain an order for payment out of them (*Arnitt v. Garnett*, 3 B. & A. 440), even though the sheriff has no notice of his claim till after the sale: (*Yates v. Ratledge*, 5 H. & N. 249).

IN THE CASE of an execution there is thus a statutory procedure to be adopted by the sheriff, and, alternatively, a procedure analogous to that under the statute, and designed to secure to the landlord more completely the benefit of the statute. To turn to the case of bankruptcy, this differs from execution in that the bankrupt's goods are not thereby put in *custodia legis*, and the landlord's right to distress is not interfered with, save that only six months' arrears accrued due prior to the order of adjudication can be recovered under it. What, then, should be the result when there is an execution followed by a bankruptcy? *Prima facie* the matter is governed by section 11 (2) of the Bankruptcy Act, 1890, under which the sheriff, when he has sold goods taken in execution, is to retain the balance of the proceeds of sale after payment of his expenses for fourteen days, and, if bankruptcy supervenes, is to pay the balance over to the official receiver. But it would obviously be a hardship to make this enactment conclusive of the rights of the landlord. Under the bankruptcy by itself the landlord does not lose his right of distress; under the execution he does lose it, but he is compensated by the statutory lien on the goods described above. The addition of the bankruptcy to the execution ought not to deprive the landlord of his claim and put the official receiver in a better position than if there were no execution. The Divisional Court appear to have thought that the bankruptcy would have no such effect provided the sheriff had notice of the landlord's claim before he sold, but that if the sale took place before notice, then the landlord's statutory right did not arise, and the proceeds were payable under the Act of 1890 to the official receiver. The Court of Appeal (LINDLEY, M.R., JENKINS, P., and ROMER, L.J.),



however, have given greater effect to the practice founded on the statute of Anne which has been judicially recognized, and under which the landlord has a lien on the proceeds of sale, even though the sheriff sells before notice of the landlord's claim. This is a specific right allowed to the landlord in extension of his right under the statute, and it is not taken away by the general provision as to payment of the proceeds of execution to the official receiver which is contained in the Act of 1890. The decision will considerably simplify the course to be pursued by the sheriff upon an execution. As long as he has the proceeds of sale in his hands he must satisfy any claim of the landlord of which he receives notice, and he need not concern himself with any question of priority as between the various dates of the notices of the landlord's claim, and of the bankruptcy, and of the actual sale.

M. BERTILLON's evidence before the Rennes court-martial last week, following as it did so closely on his equally inconclusive appearance before the Cour de Cassation some months ago, bids fair to eclipse his real claims to eminence. He may not be an expert in handwriting of the school of CHABOT or, for that matter, of M. GOBERT; but he is the author of a system of identification of criminals of which most civilized countries have reaped the benefit. The idea is to take the measurements of certain crucial points in the human body of a more or less invariable character, with photographs of profile and full face, and to classify these in such a manner as to lead to almost instantaneous identification. It may be worth while to describe M. BERTILLON's scheme in his own language—translated from the *Revue Politique et Littéraire* of the 28th of April, 1883 (and see Ellis's "The Criminal" at pp. 277-8): "Suppose we have 80,000 photographs. They are first divided according to the sex—the men on one side, the women on the other. These latter do not reach 20,000. The 60,000 men who remain are divided into three classes according to height—the short number about 20,000; the middle-sized, 20,000; the tall, 20,000. Each of these divisions is divided into three series according to the length of head. These new divisions, to the number of nine, contain rather more than 6,000 each. Each of these sub-divisions is then divided into three groups according to length of the foot, each group containing about 2,000 photographs. Each of these groups is again subdivided into three, according to length of outstretched arms. Each of these groups contains about 600, and they are further sub-divided with reference to age, colour of eyes, and length of middle finger. Thus by means of four new anthropological characters (sex, height, age, and colour of eyes have long been noted) 80,000 photographs can be easily divided into groups of fifty. The measurements can be taken in two or three minutes, and require no special intelligence. When an individual stands as regards height at the border of two classes, he is put into both." We have, in England, paid to this system the flattery of imitating it.

## TWO CENTURIES OF CRIMINAL LAW.

### IV.

THE Crown does not reply upon an undefended prisoner, so, after the proceedings in SPENCER COWPER's case already narrated, nothing remained but the summing-up. The utility of this effort must always vary according to the capacity of the judge; it may be a work of art imperceptibly clearing the minds of the jury, guiding them gently amid the cross-currents of the circumstances, and leading them unconsciously on to the heights of its great argument. Or it may be a series of disconnected snatches at the depositions, reflected from the impressions and idiosyncrasies of the speaker without balance and without ballast; an inactive intellect naturally, without being in the least tainted by partiality or indifference to justice, ignores what does not make for the view it is slowly and painfully evolving—it does not wrestle with it, it ignores it; it is simply the law of its being that it does not see the materiality of what disturbs its mental repose because it does not look for it. HATSELL has often been described as a stupid judge; he rather seems to have been naïve

and simple and genuinely incapable of weighing the evidence. What direction could the jury take from passages like these? "Gentlemen of the jury, you have heard a very long evidence. I am sure that you cannot expect that I should sum it up fully, but I will take notice of some things to you that I think are most material, and if I omit anything that is material I would desire Mr. Jones (that is, counsel for the king) and Mr. Cowper to put me in mind of it."

"You have heard also what the doctors and surgeons said on the one side and the other concerning the swimming and sinking of dead bodies in the water; but I can find no certainty in it; and I leave it to your consideration. . . . The doctors and surgeons have talked a great deal to this purpose, and of the water's going into the lungs or the thorax; but unless you have more skill in anatomy than I, you would not be much edified by it. I acknowledge I never studied anatomy; but I perceive that the doctors do differ in their notions about these things."

He concluded thus: "I am sensible I have omitted many things; but I am a little faint, and cannot repeat any more of the evidence."

The functions of a summing-up have been discussed in recent years, and there are signs that this feature in a trial is not growing in popularity. It has been abolished in France and in some American States.

The jury were out for half an hour. The ancient rigour of the law with regard to juries till they made up their minds in cases of felony or treason is well known, if only from the instance at the trial of the Seven Bishops. One judge of assize took a jury along with him in a cart to the borders of the county in the hope that they would have time to find a verdict before he left the county, and there discharged them. Even now in cases of murder, treason, or treason felony, the jurors must not separate, but since 1897 in any other case of felony the court has a discretion to let them go.

In 1699 it was still open to a private prosecutor to appeal from the acquittal of a jury in murder, and Mrs. STOUT tried hard to avail herself of this vexatious and barbarous proceeding, which was a relic of private warfare, and was actually all but determined, as late as 1631, by *battle*. She failed, however, to obtain a writ. This disgrace to our jurisprudence was not formally swept away till 1819. Forfeiture, too, of a convicted felon's property was finally abolished in 1870.

It is common knowledge that at the present moment a court of criminal appeal is loudly demanded by some reformers. Since 1848 criminal courts have been enabled to reserve a point of law for the Court for the Consideration of Crown Cases Reserved, in which at least five judges must sit (11 & 12 Viet. c. 78). Where a substantial mistake has been made in law or fact, sometimes redress is only possible by a writ of error returnable in the Queen's Bench Division.

There is no need of minute recapitulation. Obviously the general appearance of a criminal trial is much the same now as it was two hundred years ago. There are, indeed, no counsel for the defence, and by the subtraction of an important element, the procedure to that extent is simplified. This, though a substantial difference, is not felt so severely as it would be to-day, when the law of evidence is much more developed and complicated, and the progress of the hearing is much more frequently impeded by forensic contentions as to what shall and what shall not be admitted. In this respect comparatively rough and ready methods have given way to rigid rules, and the same may be said as to the regulation of examination, cross-examination, &c. In fact, procedure has become stricter all round.

The judge, in theory and practice, plays the same part as ever; perhaps in practice he leans a trifle more towards the prisoner at the bar, or rather, a little less away from him, as the result of the general softening of manners and the increased humanity of society in the last two centuries. On the other hand, the judge's burden is practically much diminished by the knowledge that the prisoner is represented by an advocate. Another concession to persons in custody is the help given them by the police in procuring witnesses they wish to call.

One change, however, of very recent date has revolutionised the whole course of a criminal inquisition. The Act of last year

is, as is well known, a chief landmark in our legal history. It may, perhaps, be too early to appreciate its effect nicely, though an intelligent observer cannot fail to see which way things are tending. But any complete narrative of the growth of our criminal law must always be divided by the era when the prisoner's mouth was first opened.

But in one substantive particular there has been no improvement in our system, and that is in the fundamental incident of a circuit. The delays in trying prisoners at assizes—bailed or unbailed—is a scandal, under discussion, as it happens, at the present moment. In SPENCER COWPER's day the judges only went circuit twice a year, now they go three or even four times; but, with this exception, our circuit arrangements are much the same as they were then. He, as we have seen, was kept in prison over two months awaiting trial, but in his day there were no railways, no telegraphs, bad roads, a rudimentary postal service, and a population more tolerant of abuses. But even in his day his incarceration was regarded as one of his grievances. What, then, is to be said of the even greater hardships of this nature to day? The answer is the prevailing controversy.

One suggestion towards a solution may, perhaps, be hazarded. It may be worth considering whether in some places a judge of assize could not attend at short notice whenever there were, say, ten or twelve prisoners ready for trial. In many towns this would prevent existing scandals, and would not derange work in London more than the present system does. Greater indulgence, indeed, in granting bail has been one of the modern marks of improvement, and some mitigation of the greatest evil of the circuit system, but some judges have very recently pointed out that justices and magistrates might well carry this tendency even further. On the whole, what is known as Sir HARRY POLAND's scheme, the substance of which is the establishment of a permanent county criminal court with regular sittings, like the Central Criminal Court, whither "red" judges would come, if and when they were wanted, is the first favourite with reformers.

With this exception, the evolution of our criminal institutions has been in harmony with and typical of our civilisation generally; it has conserved what is still useful and flourishing and discarded what was repugnant to the times, with the result that there has been steady progress in *favorem vite et libertatis*.

## CASES OF THE WEEK.

### Before the Vacation Judge.

**Re THE ESTATE OF JOHN LEONARD (DECEASED). THEOBALD v. EMILY KING (SINCE DECEASED), JOSEPH FRANCIS KING (SINCE DECEASED), AND LEONARD WILLIAM KING.** 30th August.

PRACTICE—JURISDICTION OF COURT TO RECTIFY ORDER—ORDER AS DRAWN UP DIFFERING FROM CERTIFICATE.

This case raised a question as to the power of the court to vary its own order. It was a motion upon behalf of Upperton Lear, a person attending the proceedings as surviving executor of Thomas Willoughby Ernest Harvey, deceased, that the restraint of Master Lionel Clarke of the 10th of August, 1899, on the funds in court to the ledger credit *Re John Leonard's Estate, Theobald v. King* (1877, L. No. 55) might be continued over the vacation. In support of the motion it was said that by an order for sale of the estate of the late John Leonard an inquiry was ordered as to what encumbrances affected the respective one equal third parts or shares to which the defendant L. W. King and his two brothers W. F. and A. C. King (having liberty to attend) were entitled in the freehold and leasehold estates of the testator. The inquiry was made, and by the chief clerk's certificate filed the 6th of August, 1898, it appeared that the applicant U. Lear, as executor of the will of T. W. E. Harvey, was entitled to £400 jointly and severally charged upon the said shares. On the 15th of August, 1898, an order was made for payment out of court of the proceeds of the sale of the said estate and the removal of the respective purchasers' restraints upon the fund in court. By a common mistake the order only made provision for payment to the applicant of £113 6s. 8d., being a third part of the said sum of £400, out of each share of the defendant L. W. King and W. F. and A. C. King. The question was whether the order carried out the chief clerk's certificate. Ord. 28, r. 11, shewed that where there was an accidental mistake or omission the order might be rectified. [COZENS-HARDY, J., said that if the order did not follow the certificate it was a ground of appeal.] It was not a ground of appeal where the error was due to a common mistake. The court possessed an inherent jurisdiction to correct mistakes in its orders: *Mullins v. Howell* (11 Ch. D. 763), *In re Swire* (33 W. R. 785, 30 Ch. D. 239). It was true that the chief clerk's certificate was not an order of the court, but it was a finding.

There had practically been a mistake in drawing up the order. It did not carry out the intention of the court. The restraint on the funds in court ought, therefore, to be continued over the Long Vacation, when the case would come before Kekewich, J.

COZENS-HARDY, J., said that he should assume the facts which had been stated in support of the motion, but he wished it to be clearly understood that he gave no decision as to such facts, but merely assumed that they were true for the purpose of giving a decision upon an abstract proposition of law. It was said that the order was wrong because it did not carry out the chief clerk's certificate in a way which satisfied the plaintiff's charge. But there were two answers, if not more, to the objection. In the first place, although he did not decide it, he was disposed to think the order was a consent order. The words "by consent," it was true, only appeared in the first part of the order, but he thought that that was the general way of drawing up a consent order, and that the words "by consent" applied to the whole order and not merely to the clause in which they occurred. But, assuming that it was not a consent order, it was not a clerical or accidental mistake. There was a deliberate statement in the order of the court that the money should be paid out to a certain person. If that statement were wrong, it could only be set right by the Court of Appeal. He disclaimed any jurisdiction to vary the order of the 15th day of August, 1898, in a manner in which it could only be varied by the Court of Appeal. As the order could not be varied, it was useless to continue the restraint. Motion dismissed.—COUNSEL, *Wheeler, Q.C., and Hawtin*; *Everitt, Q.C., and R. Phillips*. SOLICITORS, *J. T. Theobald*; *Mear & Fowler*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

**Re JAMES. JAMES v. GRIFFITHS.** 30th August.

PRACTICE—ATTACHMENT FOR NON-PAYMENT INTO COURT IN COMPLIANCE WITH ORDER—FAILURE TO TRANSMIT LODGMENT SCHEDULE TO OFFICE OF PAYMASTER-GENERAL—FRESH PROCEEDINGS.

This was an application for directions in the following circumstances. On the 23rd ult. an order was made for leave to issue a writ of attachment against the defendant for non-compliance with an order, dated the 5th of August, 1899, directing him to pay into court the sum of £1,274 within four days after service. In the course of drawing up the order for issue of the writ of attachment it appeared that, on application for certificate of non-payment at the office of the Paymaster-General, objection was raised on the ground that no lodgment schedule had been transmitted to that office in accordance with the Rules of Court. The order directing the payment into court had been drawn up in the chambers of the judge to whose court the cause was attached by the officials there, and had been signed by the master, but had been drawn up in writing instead of being printed, and without a lodgment schedule. The order had been entered at the seat of the registrar. In support of the application the following rules were referred to: Ord. 55, r. 74, ord. 63, r. 16, and ord. 70, r. 1, and the Supreme Court Funds Rules of 1894, rr. 5, 23, 27, and 31, and it was suggested that the difficulty might be overcome by the master signing a lodgment schedule similar to that in use under rule 5 of the Funds Rules in the case of purchase-moneys and receivers' balances, upon which it was ascertained that the Paymaster-General would act, or by having the order of the 5th of August now printed and re-served. The defendant did not appear.

COZENS-HARDY, J., directed that, inasmuch as the matter was one affecting the liberty of the subject, and as the defendant could not have complied with the order as it stood, the proper course was to obtain another four-day order on a fresh summons to pay into court the amount in his hands and re-serve it, and directed that that course be followed accordingly.—COUNSEL, *Woodfin*. SOLICITOR, *J. B. Somerville*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

## CASES OF LAST SITTINGS.

### High Court—Queen's Bench Division.

**BARON AND ANOTHER v. PORTSLADE URBAN DISTRICT COUNCIL** Mathew, J. 29th July.

PUBLIC HEALTH—SEWERS—CLEANSING—NEGLECT OF LOCAL AUTHORITY TO CLEANSE—DAMAGE RESULTING FROM SUCH NEGLECT—LIABILITY OF LOCAL AUTHORITY—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 15, 19, 299.

Further consideration of an action tried by Mathew, J., with a jury, at the assizes at Lewes. The plaintiffs were occupiers of certain premises, consisting of a dwelling-house and land, used for agricultural purposes at Portslade, and the defendants were the local authority for the district. The action was brought to recover damages in respect of a nuisance on the plaintiffs' land, caused, as they alleged, by the negligence of the defendants, as the local authority, in not properly cleansing an open sewer belonging to and vested in the defendants. The sewer in question, which was an open sewer, had not been properly cleansed by the defendants, and in consequence large quantities of sewage were thrown upon the plaintiffs' land, and thereby became a nuisance and injurious to the plaintiffs' land. It was admitted at the trial that the defendants had been guilty of a breach of a statutory duty in not keeping the sewer properly cleansed as required by section 19 of the Public Health Act, 1875, but it was contended that there was no other remedy in respect of such neglect than an application under section 299 of the Act to the Local Government Board. The question of damages was left to the jury, who found for the plaintiffs for £75; and the question of the liability of the defendants in point of



law was reserved for further consideration. The Public Health Act, 1875 (38 & 39 Vict. c. 55), provides: Section 15. "Every local authority shall keep in repair all sewers belonging to them, and shall cause to be made such sewers as may be necessary for effectually draining their district for the purposes of this Act"; section 19. "Every local authority shall cause the sewers belonging to them to be constructed, covered, ventilated, and kept so as not to be a nuisance or injurious to health, and to be properly cleansed and emptied"; section 299. "Where complaint is made to the Local Government Board that a local authority has made default in providing their district with sufficient sewers, or in the maintenance of existing sewers . . . or that a local authority has made default in enforcing any provisions of this Act which it is their duty to enforce, the Local Government Board, if satisfied, after due inquiry, that the authority has been guilty of the alleged default, shall make an order limiting a time for the performance of their duty in the matter of such complaint. If such duty is not performed by the time limited in the order, such order may be enforced by writ of mandamus, or the Local Government Board may appoint some person to perform such duty, &c." For the plaintiffs it was contended that as the sewer was vested in the defendants the duty of cleansing and emptying the sewer was imposed upon the defendants, and as it was admitted that there was a breach of this duty the defendants were liable at law in an action for damages for injuries caused by the breach of this duty: *Hammond v. Vestry of St. Pancras* (L. R. 9 C. P. 316), followed by *North, J., in Bateman v. Poplar District Board of Works* (36 W. R. 501, 37 Ch. D. 272). It was also contended that the remedy was not by an application to the Local Government Board under section 299, and that this latter section was correlative not to section 19, but to section 15: *Robinson v. Workington Corporation* (45 W. R. 453; [1897], 1 Q. B. 619); *Peebles v. Oswaldtwistle Urban District Council* (45 W. R. 454; [1897], 1 Q. B. 625). For the defendants it was contended that the duty imposed on the defendants was a statutory duty and was two-fold—namely, to provide sufficient sewers for their district, and then to keep them in repair and cleanse them so as not to be a nuisance. In such a case no action lies, but the remedy for any breach of these statutory duties would be by an application to the Local Government Board under section 299 of the Act: *Robinson v. Workington Corporation* and *Peebles v. Oswaldtwistle Urban District Council*.

MATHEW, J.—In this case there was abundant evidence at the trial of negligence. Before the present local authority was constituted the former one had, in the first instance, made an arrangement with the plaintiffs that the sewer in question, which was an open sewer, should be cleansed by the plaintiffs, and that a payment should be made in respect of that. When the transfer took place an alteration had been made by the local authority, and they had taken the duty of cleansing this sewer upon themselves. When the new authority was constituted the sewer was the same as it had been, and if properly cleansed it was an adequate sewer for the requirements of the locality. For some reason or other, although the attention of the local authority was called to the condition of this open sewer and to the fact that it was a nuisance, nothing was done in time, and months were allowed to pass by, while considerable damage was done by reason of the neglect of the local authority. Then there was cleansing of the sewer, and the sewer was set right by the local authority, but it was so set right after injury had been inflicted on the plaintiffs. In these circumstances it is said that there is no cause of action against the local authority, and reference was made to section 19 of the Public Health Act, 1875. The state of things contemplated by that section is a sufficient sewer and an obligation to keep that sewer in working order. But it is said that there is no right of action if we look at the other sections of the statute, and that the proper remedy was to proceed by application to the Local Government Board under section 299 to obtain an order for the cleansing of the sewer. I am satisfied that the Act of Parliament, when it is looked at, never contemplated anything of the sort. I think section 299 is to be read with section 15, which provides that "Every local authority shall keep in repair all sewers belonging to them, and shall cause to be made such sewers as may be necessary for effectually draining their district for the purposes of this Act." How has that object to be secured? We come to section 299, which says that "Where complaint is made to the Local Government Board that a local authority has made default in providing their district with sufficient sewers or in the maintenance of existing sewers, or that a local authority has made default in enforcing any provisions of this Act which it is their duty to enforce, the Local Government Board, if satisfied, after due inquiry, that the authority has been guilty of the alleged default, shall make an order limiting a time for the performance of their duty in the matter of such complaint." What does that refer to? It clearly refers to the case where the existing sewers are insufficient and where it is necessary that further provision should be made. That has no bearing whatever upon a case like the present where the sewer is sufficient and all the injury that has been done is the result of the neglect of the local authority. This construction of the Act seems to be borne out by the cases referred to of *Hammond v. Vestry of St. Pancras*, where the necessity of reasonable care and diligence on the part of the local authority was pointed out, and of *Bateman v. Poplar District Board of Works*, where the same point presented itself in the same way, and of the two very important cases of *Robinson v. Workington Corporation* and *Peebles v. Oswaldtwistle Urban District Council*. None of these cases is any authority for the contention of the defendants in this present case that the exclusive remedy for failure on their part to discharge their statutory duty under section 19 was by an application to the Local Government Board under section 299. When we look at section 299 it is clear that it does not apply to the case of cleansing a sewer. Mr. Macmorran relied on the word "maintenance" in the section, where it says "or in the maintenance of existing sewers," and he argued that here there was an existing sewer which was not maintained because it was

not cleansed. Maintenance does not seem to me to be equivalent to cleansing, and that construction therefore cannot be adopted. Then the further argument depends on the point previously made, that where there was a remedy pointed out by the Act, that remedy must be followed; but the remedy pointed out by the Act is not applicable to this case. Therefore I come to the conclusion that the plaintiffs have established their case, and that the defendants have no answer in law to the judgment given against them, and therefore that judgment must stand with costs here and elsewhere. Judgment for the plaintiffs.—COUNSEL, *Witt, Q.C., and Sinclair Cox; Macmorran, Q.C., and Thorn Drury*. SOLICITORS, *Rodgers & Gilbert; C. R. Sawyer & Ellis, for J. C. Buckwell, Brighton*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

### THE TITHE RENT-CHARGE (RATES) ACT, 1899.

The following circular has been addressed from the Local Government Board to the overseers of the poor:

Local Government Board, Whitehall, S.W.,  
25th August, 1899.

Gentlemen,—I am directed by the Local Government Board to draw your attention to the provisions of the Tithe Rent-charge (Rates) Act, 1899 (62 & 63 Vict. c. 17), which received the Royal Assent on the 1st inst.

Under section 1 of the Act the owner of tithe rent-charge attached to a benefice will be liable to pay only half the amount of any rate to which the Act applies, and which is assessed on him as owner of the tithe rent-charge. The remaining half of the rate will, on demand being made by the collector of the rate on the surveyor of taxes for the district, be paid to the collector by the Commissioners of Inland Revenue.

The Act applies to payments in lieu of tithe in the same way as to tithe rent-charge, and the following observations will be understood as referring to payments of this kind as well as to tithe rent-charge.

It will not apply to any rate made before the 16th of September next, and will only be applicable to rates made during the continuance of the Agricultural Rates Act, 1896 (section 4).

It is important to observe that the Act only applies where the tithe rent-charge is attached to a benefice. The term "benefice," as defined in the Act, includes all rectories with cure of souls, vicarages, perpetual curacies, endowed public chapels and parochial chapelries, and chapelries or districts belonging or reputed to belong, or annexed or reputed to be annexed, to any church or chapel, and districts formed for ecclesiastical purposes by virtue of statutory authority, and also benefices in the patronage of the Crown or of the Duchy of Cornwall. In the case of tithe rent-charge not attached to a benefice, the owner will be liable to pay rates upon the rent-charge in the same manner and to the same extent as heretofore, and the Act will in no way relieve him of his liability.

It is to be observed, too, that the Act will not extend to all forms of tithe rent-charge attached to a benefice. The expression "tithe rent-charge" as used in the Act means tithe rent-charge issuing out of lands and payable in pursuance of the Tithe Acts, including any rent-charge into which a corn-rent has been converted under the Tithe Act, 1860, and which is subject to the like incidents as the tithe rent-charge before mentioned. The partial exemption conferred on the owner of tithe rent-charge by the Act will not, however, apply to a rent-charge payable under the Extraordinary Tithe Redemption Act, 1886, nor to a rent-charge payable under the Tithe Act, 1860, in respect of the tithes on any gated or stinted pasture, nor to a sum or rate payable for each head of cattle or stock turned on land subject to common rights or held or enjoyed in common.

The rates to which the Act applies include all rates except those for the purposes of which the owner of tithe rent-charge, as compared with the occupier of buildings, is liable to be assessed or to pay in the proportion of one-half or less than one-half—as, for instance, a rate levied under the Lighting and Watching Act, 1833 (3 & 4 Will. 4, c. 90), or a separate rate levied to meet the precept of a rural district council for special expenses. An owner of tithe rent-charge, whether attached to a benefice or not, will continue to pay these rates in the same manner and to the same extent as at present.

In order to carry the Act into effect it will be necessary for the collector of rates to serve separate demands upon the owner of the tithe rent-charge and upon the surveyor of taxes for the separate portions of the rate, and it appears to the board that some variation should be made in the entries in the rate-book and in the demand notes and receipts.

The mode of assessing the tithe rent-charge to which the Act applies is not affected by the Act. The owner will be liable, as hitherto, to be assessed at the full rate in the pound on the full rateable value. But the board think that, in the column of the rate-book headed "Description of Property," the name of the benefice to which the tithe rent-charge is attached should be shewn.

In the collection columns of the rate-book it will be necessary to distinguish between the amounts payable by the owner and by the commissioners. Thus, in the column headed "Total Amount to be Collected" two amounts should be entered—viz., (a) the half of the rate payable by the owner of the tithe rent-charge, together with any arrears due from him on one line, and (b) the half payable by the Commissioners of Inland Revenue on another line below. To these entries footnotes should be added in order to shew that the respective entries relate to (a) amount payable by the owner of the tithe-rent charge; (b) amount payable by the Commissioners of Inland Revenue.

It will be advisable that the entry of any assessment of tithe rent-charge to which the Act applies should be made at the end of the rate-book, immediately after all the other assessments. The assessment should

bear a separate number, and not be grouped with other assessments under one number.

It will be observed that a demand for the half of the rate payable by the Commissioners of Inland Revenue must be sent to the surveyor of taxes for the district. In parishes in which a prescribed form of demand note is required to be used that form should be used for the purpose, and it should be modified and filled up in the manner described below. In parishes in which the use of a prescribed form is not obligatory, the board suggest that the demand should be made in a similar manner, though the form need not be printed.

The board think that in the demand note to be sent to the surveyor of taxes the assessment should be described in the same manner as in the column of the rate-book headed "Description of Property," the name of the benefice being shewn, and that the full amount of the rate assessed should be entered, while at the foot of the demand note the moiety of the rate payable by the Commissioners of Inland Revenue should be shewn separately. The demand note may be sent by post to the surveyor of taxes.

In the demand note to be served on the owner of tithe rent-charge, the Board think it will be convenient that the moiety of the rate payable by the Commissioners of Inland Revenue should be shewn as a deduction, and the total amount payable by the owner be shewn below this.

A form of rate-book and specimens of the two forms of demand note, shewing how the modifications which are suggested can be made in manuscript on the printed forms, are appended to this letter.

Similar modifications to those indicated in the form of demand note to be served on the owner of the tithe rent-charge should be made in the forms of receipt and counterfoil, relating to sums received from him.

It is understood that the demand notes, when received by the surveyors of taxes, will, after investigation by them, be referred to the collectors of Inland Revenue, by whom the payments will be made to the collectors of rates on behalf of the Commissioners of Inland Revenue. Forms for the receipts to be given by the collectors of rates will be forwarded by the collectors of Inland Revenue when the payments are made. It will consequently not be necessary to give receipts from the rate receipt check books for these payments.

The board assent to such departures from their regulations relating to rate receipt check books and demand notes as may be necessary to give effect to the modifications indicated in this letter.

In the Act, and in the foregoing observations, the term "collectors of rates" will be understood as meaning the persons by whom the rates are actually collected, whether overseers, assistant overseers, collectors of poor rates, or any other such persons.

I am, Gentlemen, your obedient servant,

S. B. PROVIS, Secretary.

## LEGAL NEWS.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

ARCHIBALD HANBURY, ROBERT ARTHUR WHITTING, and CHARLES LOTHIAN NICHOLSON, solicitors (Hanbury, Whitting, & Nicholson), 62, New Broad-street, London. Aug. 5. So far as regards the said Charles Lothian Nicholson.

PERCY SHAKESPEARE and ACTON JOHN CALE, solicitors (Percy Shakespeare & Cale), 71, Temple-row, Birmingham. July 6.

[Gazette, Aug. 26.]

#### GENERAL.

It is understood, says the *Daily News*, to be very probable that the space on the court floor of the Royal Courts of Justice situate between Chancery Court II. and Mr. Justice Stirling's court, now used as a refreshment and luncheon bar, will be utilized for the erection of a new court for the additional Chancery judge who is shortly to be appointed. As the construction of the new court will necessarily take a considerable time, it is understood to be very probable that what is known as the Old Hall, Lincoln's inn, which was in use a few years since as the Chancery Appeal Court, will be fitted up as a court for the temporary accommodation of the new Chancery judge.

For twenty-one days, from the 1st inst., the lists of persons liable to serve as jurymen in England and Wales will be exhibited on the doors of the churches and chapels and other public places of worship over the country. These lists are open to public inspection. Unless objection is made to the overseers of the various parishes during September by persons who are exempt and whose names appear on the lists, their names will be returned to the clerk of the peace, and they will be liable to serve on special and common juries for the ensuing year. During the last week of September the justices will hold a petty sessions to correct the list; and to allow the notices of objection to the overseers.

Mr. Horace Smith, says the *Times*, who will in future be one of the magistrates adjudicating at the Westminster police-court, took his seat on the Clerkenwell bench for the last time on Saturday, the 26th ult. Mr. Ricketts, as the senior solicitor practising at the court, expressed the regret with which he and his colleagues received the intelligence of his worship's transfer to another court. He desired to testify to the unvarying courtesy, kindness, and consideration which members of the legal profession had received from Mr. Horace Smith during the ten years he had been at that court. He and his colleagues tendered their farewell with regret. Mr. Horace Smith, in reply, said that from solicitors prac-

tising at the court, from the officials and police inspectors, he had received the greatest possible assistance and loyalty. He was extremely sorry to leave the court, and he should always remember the kindness he had received at Clerkenwell.

Mr. Julian Robins, the assistant judge of the City of London Court, says the *Times*, decided on the 30th ult. the case of *Gordon v. Christy*. The plaintiff, shipowners, Crosby-square, E.C., claimed £18 from the defendants, Great Winchester-street, E.C., for damages. The plaintiffs brought to this country from abroad a cargo of goods. The defendants were the charterers and the stevedores as well, and the plaintiffs' case was that, while the defendants' men were unloading the ship they damaged her by doing their work negligently. The defendants were now asked to make the damage good. The answer to the claim was that the damage was done because the plaintiffs supplied defective gear. This was denied, and the defendants then submitted that the exemptions in the charter-party excluded them from any and every liability. The assistant judge remarked that the exceptions in charter-parties were becoming simply frightful. Shippers might put their goods on board ships or trains and the owners took no trouble at all, not even caring whether they arrived or not at their journey's end. Indeed it was monstrous, and he doubted very much whether they were not against public policy. He found that the damage complained of by the plaintiffs was caused through the negligence and carelessness of the defendants and their men, and not by defective gear. On the other hand, he was sorry to have to decide that the defendants had freed themselves from all liability by reason of the stipulations in the charter-party. There must be judgment for the defendants, with costs. He hoped that the plaintiffs would appeal, and be successful.

## THE PROPERTY MART.

### SALES OF THE ENSUING WEEK.

Sept. 7.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

#### REVERSIONS:

To One-fourth-eight part of a Trust Fund of £150,000 in Colonial Stock; ladies aged 57 and 72.

To Two-thirds of 11,631 in Consols; lady aged 75. Solicitors, Messrs. G. S. & H. Brandon, London.

To £3,500; lady aged 57. Solicitor, J. G. Muddiman, Esq., London.

To One-fifth of £2,551; lady aged 56. Also to £500, provided the said lady does not re-marry. Solicitors, Messrs. Jarvis & Morgan, King's Lynn.

#### POLICIES:

For £2,500 (see particulars). Solicitors, Taylor, Stileman, & Underwood, London.

For £2,000.

For £500. Solicitor, A. J. Winter, Esq., Swaffham, Norfolk.

For £250. Solicitor, Adolphus G. Maskell, Esq., London.

#### SHARES. Solicitors, Messrs. Bartlett & Sons, Fetherstone, Dorset.

(See advertisements, this week, back page.)

Sept. 7.—Messrs. C. C. & T. MOORE, at the Mart, at 2: the Freshold Family Residence, Sky Peals, Hale End-road (close to Highgate Park Station, G.E.R.), comprising about 1½ acres. Solicitors, Messrs. Stones, Morris, & Stone, London.—Caterham, Surrey: Five Plots of Freshold Building Land, ripe for operations, frontage 100ft., depth 135ft. Solicitors, Messrs. Baddeleys & Co., London.—Sydenham: Leasehold Residence, near the station, with good garden; garden 50ft. long, greenhouse; rental value £35 per annum. Solicitors, Messrs. Stoneham & Sons, London.—Gravesend, Kent: Leasehold Family Residence, pleasantly situated, and commanding a view of river; suitable for school or other purposes requiring spacious accommodation; garden 120ft. by 44ft.; rental value, £10 per annum, possession on completion; term 34 years. Solicitors, Messrs. Finch & Turner, London.—Hackney, N.E.: Freshold Ground-rents (early reversions) of 25 12s. per annum, and 25 6s.; reversions in 25 and 27 years. Solicitor, W. H. Dale, Esq., London.—South Woodford and Leyton: Freshold Residents and Ground-rents of £5 and £4 10s. Solicitor, John Ashbridge, Esq., London.—Anerley: 172, Anerley-road; let at £38 per annum. Peckham-rye: 14 to 24, Cornflower-terrace; let at £172 18s. Old Kent-road: 37, Haymer's-road; let at £45 10s. Hackney: 57, Tudor-road; let at £33. Canning Town: 3 and 21 to 31, Scot-street; let at £135. Wapping: Nos. 6, 7, 10, 12, and 13, Bird-street; let at £168 8s. Solicitors, Messrs. Brighten & Lemon, London.—Limehouse: A Freshold Investment, producing £44 12s. per annum. Solicitors, Messrs. Gerish & Foster, London.—Burdett-road, Mile-end: Leasehold Dwelling-house, close to Burdett-road Station, G.E.R.; let at £25 per annum. Solicitor, E. Shalles, Esq., London.—Lalington: 69 and 71, Orchard-street, Ballpool-road; lease 20 years; ground-rent £1 10s. each. Solicitors, Messrs. H. Thompson & Son, Grantham. (See advertisements, this week, pp. 3 and 4.)

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.**—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, AUG. 25.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

GALLOWAYS, LIMITED (THE OLD COMPANY NOW IN LIQUIDATION FOR RECONSTRUCTION).—Creditors are required, on or before Oct. 7, to send their names and addresses, and the particulars of their debts or claims, to Mr. Joseph Wharton Pallitt, 7, Pall Mall, Manchester. Payne & Co., Manchester, solvers to liquidator.

GENERAL PURPOSES SYNDICATE (No. 2), LIMITED.—Creditors are required, on or before Sept. 11, to send their names and addresses, with full particulars of their debts or claims, to Mr. Stewart Cole, 6, Old Jewry.

SHERMAN'S GOLD MINE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Nov. 21, to send their names and addresses, and the particulars of their debts or claims, to Louis Charles Alexander, Finsbury House, Blomfield St. Chave & Chave, Broad St. avenue, solvers to liquidator.

### FRIENDLY SOCIETY DISSOLVED.

IRWELL-STREET WESLEYAN SICK AND BURIAL SOCIETY, Irwell at Wesleyan Schools, E. Ordall lane, Salford, Manchester. Aug. 14



**London Gazette.—TUESDAY, AUG. 29.  
JOINT STOCK COMPANIES.**

**BROWN'S PATENT ROPEWORKS, LIMITED.**—Creditors are required, on or before Tuesday, Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Ernest Wright, 78, Cheapside. Patey, 42, Finsbury sq, solicitor for liquidator.

**BURNETT CO, LIMITED.**—Creditors are required, on or before Oct 16, to send their names and addresses, and the particulars of their debts or claims, to Mr. Frederick East, Broadrick, 77, Lowgate, Kingston upon Hull. Holden & Co, Hull, solicitors to liquidator.

**CAPITOL FINANCE CO, LIMITED.**—Pete for winding up presented Aug 28, directed to be heard on Sept 6. Pollard, solicitor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 5.

**KENT COAL EXPLORATION CO, LIMITED.**—Pete for winding up, presented Aug 29, directed to be heard before the Vacation Judge Sept 6. Pritchard & Co, Painters' Hall, Little Trinity Ln, solicitor for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 5.

**BANKRUPTCY NOTICES.**

*London Gazette.—FRIDAY, AUG. 25.*

**RECEIVING ORDERS.**

BROOK, JOHN, St Gorran, nr St Austell, Cornwall, Farmer  
Turo Pet Aug 23 Ord Aug 23

BROWN, WILLIAM, Monkwearmouth, Durham, Baker  
Sunderland Pet Aug 23 Ord Aug 23

COWARD, JEREMIAH, Troutbeck, Westmorland, Gardener  
Kendal Pet Aug 23 Ord Aug 23

DAVIS, JOHN, Peterborough, Grocer Peterborough Pet  
Aug 21 Ord Aug 21

DUNNICO, JAMES, Farnworth with Kearsley, Lancs, Check-  
weighman Bolton Pet Aug 19 Ord Aug 19

FLOYD, VIVIAN, Savile row, Court Dressmaker High Court  
Pet Aug 23 Ord Aug 23

GILL, JONATHAN, Adswold, nr Stockport, Farmer Stock-  
port Pet Aug 23 Ord Aug 23

GREEN, JOHN RUSSELL, Ipswich, Marine Engineer Ipswich  
Pet July 31 Ord Aug 22

HAWKES, FREDERICK JOHN, Handsworth, Cycle Manufacturer  
Birmingham Pet Aug 22 Ord Aug 22

HAYWARD, WILLIAM, Ipswich, Glomach Pet July 25 Ord  
Aug 17

HERBERT, WILLIAM, Maesteg, Glam, Collier Cardiff Pet  
Aug 21 Ord Aug 21

HURNELL, HARRY, Tottenham, Clerk Edmonton Pet Aug  
19 Ord Aug 19

JERRY, GEORGE SAMUEL, Lower Clapton rd, Bookseller  
High Court Pet Aug 22 Ord Aug 22

KEATES, HENRY, Sherborne, Dorset, Innkeeper Yeovil  
Pet Aug 22 Ord Aug 22

KITCHINGMAN, HARRY, and HENRY KAYE, Batley, York,  
Plasterers Dewsbury Pet Aug 22 Ord Aug 22

LEE, ALFRED, Batley, York, Clothier Dewsbury Pet Aug  
22 Ord Aug 22

LEE, DANIEL, St James's st High Court Pet July 5 Ord  
Aug 23

MALPAS, JOHN, Caynham, Salop, Collier Leominster Pet  
Aug 21 Ord Aug 21

MARTIN, SAMUEL, Caynham, Salop, Collier Leominster  
Pet Aug 21 Ord Aug 21

MITCHELL, SAMUEL, Fritthelstock, Devon, Labourer Barn-  
staple Pet Aug 22 Ord Aug 22

OKES, JOHN ROBERT, Burgess Hill, Sussex, Coal Merchant  
Brighton Pet Aug 9 Ord Aug 22

PARKER, THOMAS HERBERT, Burton on Trent, Baker  
Burton on Trent Pet Aug 21 Ord Aug 21

PEARSON, GEORGE, Halifax Halifax Pet Aug 21 Ord  
Aug 21

PEARSON, HENRY MARWOOD, West Hartlepool, Builder  
Sunderland Pet Aug 23 Ord Aug 23

POGH, WILLIAM VALENTINE, Great College st, Westminster,  
Railway Contractor High Court Pet July 14 Ord  
Aug 23

RAPER, CHARLES, Scarborough Scarborough Pet Aug 22  
Ord Aug 22

REED, THOMAS JACKSON, West Hartlepool, Innkeeper  
Sunderland Pet Aug 23 Ord Aug 23

REES, DAVID, Aberavon, Glam, Labourer Neath Pet  
Aug 21 Ord Aug 21

SLADE, FRANCIS HERBERT, Aylesbury, Bucks, Newsagent  
Aylesbury Pet Aug 22 Ord Aug 22

SNARE, FREDERICK JOHN, Bridgworth, Salop, Cstrator  
Madelley Pet Aug 23 Ord Aug 23

SOPER, EMMA ELIZABETH, Brighton, Ladies' Outfitter  
Brighton Pet Aug 21 Ord Aug 21

STOCKWELL, ROBERT NATHANIEL, Padham, Lancs, Tailor  
Burnley Pet Aug 5 Ord Aug 21

STRAIGHT, ELIZABETH REBECCA, Hammersmith High Court  
Pet Aug 21 Ord Aug 21

TATE, JACOB JAMES, Caledonian Hotel, Adelphi, Strand,  
Restaurant Proprietor High Court Pet Aug 22 Ord  
Aug 22

WALTON, THOMAS, WILLIAM JAMES WALTON, and ALFRED  
WALTON, Blackburn, Cycle Dealers Blackburn Pet  
Aug 21 Ord Aug 21

WHITEHEAD, WILLIAM HENRY, Whittlesey, Cambs, Builder  
Peterborough Pet Aug 21 Ord Aug 21

**FIRST MEETINGS.**

BRAINWELL, FRANCIS, Ridgeway, nr Chesterfield, Farmer  
Sept 2 at 2 Angel Hotel, Chesterfield

BURTON, WILLIAM THOMAS, Long Eaton, Butcher Sept 1  
at 12 Off Rec, 40, St Mary's gate, Derby

CHRISTIAN, JOHN BRYAN, Leicester, Confectioner Sept 1  
at 3 Off Rec, 1, Berridge st, Leicester

DENNIS, CHARLES NEW GLE, Great Grimaby, Labourer  
Sept 2 at 11 Off Rec, 15, Osborne st, Great Grimaby

DOUGLAS, WILLIAM, Acton Sept 4 at 3 Off Rec, 95,  
Temple chambers, Temple av

DUNNICO, JAMES, Farnworth with Kearsley, Checkweigh-  
man Sept 1 at 10.30 16, Wood st, Bolton

HARRISMAN, HOLDEN, Halifax, Farmer Sept 4 at 3.30  
Off Rec, Townhall chambers, Halifax

FAULKNER, WILLIAM HENRY, Little Stanney, Chester,  
Farmer Sept 1 at 12 Crypt chambers, Eastgate row,  
Chester

FIRBANK, WALTER, Littlemore, Oxford Sept 1 at 3 Off  
Rec, Newport, Mon

FLOYD, VIVIAN, Savile row, Court Dressmaker Sept 5 at 11  
Bankruptcy bldgs, Carey st

GILLARD, SAMUEL, Crediton, Baker Sept 14 at 10.30 Off  
Rec, 13, Bedford circus, Exeter

GLOVER, ISAIAH, Staveley, Derby, Miner Sept 2 at 1  
Angel Hotel, Chesterfield

GRILLS, WILLIAM ERNEST, Honiton, Grocer Sept 2 at 11.30  
The Castle, Exeter

HAINES, JANE, Knighton, Radnor, Hotel Keeper Sept 6  
at 2.30 2 Offs at, Hereford

HOOKEWAY, WILLIAM HENRY, and WALTER GEORGE HOOK-  
WAY, Churchigh Devon, Millers Sept 14 at 10.45 Off  
Rec, 13, Bedford circus, Exeter

HUGHES, FREDERICK, Wrexham, Tailor Sept 1 at 3 The  
Priory, Wrexham

KING, JAMES ARTHUR, Paignton, Devon, Insurance Agent  
Sept 1 at 12.30 6, Atheneum ter, Plymouth

KNOWLES, GEORGE G, Haverstock Hill Sept 4 at 12  
Bankruptcy bldgs, Carey st

MARLAND, MARTIN, Bramhall, Cheshire, Cloth Merchant  
Sept 1 at 11 Off Rec, County chambers, Market pl,  
Stockport

MARTIN, JAMES, Plymouth, Builder Sept 1 at 11 6,  
Atheneum ter, Plymouth

MASTERS, WILLIAM EDWARD, Dalston, Builder's Foreman  
Sept 1 at 2.30 Bankruptcy bldgs, Carey st

MEAKIN, JOHN THOMAS, Staveley, Derby, Beerhouse  
Keeper Sept 2 at 1.30 Angel Hotel, Chesterfield

MILLS, ALFRED, Kingland rd Sept 4 at 11 Bankruptcy  
bldgs, Carey st

OSCROFT, JOHN, Nottingham, Joiner Sept 1 at 12 County  
Court house, St Peter's gate, Nottingham

PEARSON, GEORGE, Halifax Sept 4 at 4 Off Rec, Townhall  
chambers, Halifax

PHILLIPS, JAMES, Gateshead, Publican Sept 1 at 12 Off  
Rec, 20, Mosley st, Newcastle on Tyne

RAYNES, THOMAS, Sheffield, Seissors Manufacturer Sept 1 at  
3 Off Rec, Figgies ln, Sheffield

ROBERTS, HERBERT, Dewsbury, Grocer Sept 1 at 3 Off  
Rec, Bank chambers, Batley

SHEEN, EDWIN, Abergavenny, Mon, Mason Sept 1 at 3  
135, High st, Merthyr Tydfil

SMITH, ERNEST, Barwell, Leicester, Boot Manufacturer  
Sept 1 at 12.30 Off Rec, 1, Berridge st, Leicester

STEGALL, EDWARD THOMAS, Stamford, Lincoln, Boot-  
maker Sept 2 at 11.45 Law Courts, New rd, Peter-  
borough

TAYLOR, HENRY ALFRED, South st, Finsbury sq, Solicitor  
Sept 4 at 11 Bankruptcy bldgs, Carey st

TAYLOR, JIM, Chesterfield, Publican Sept 2 at 12.30 Angel  
Hotel, Chesterfield

UNWIN, FRED, Sheffield, Tool Manufacturer Sept 1 at  
2.30 Off Rec, Figgies ln, Sheffield

VICKERY, JOHN GALE, Plymouth, Devon, Blacksmith Sept  
1 at 12 6, Atheneum ter, Plymouth

WILKINSON, JOSEPH, Worthington, Bootmaker Sept 4 at 3  
Court house, Cockermouth

Amended notice substituted for that published in the  
London Gazette of Aug 23:

LOW, WILLIAM PITMAN, Warminster, Wilts, Corn Dealer  
Aug 30 at 1 Off Rec, Baldwin st, Bristol

**ADJUDICATIONS.**

BOWLING, JAMES, Blackpool, Grocer Preston Pet July 17  
Ord Aug 22

BROOK, JOHN, St Gorran, nr St Austell, Cornwall, Farmer  
Turo Pet Aug 23 Ord Aug 23

COWARD, JEREMIAH, Troutbeck, Westmorland, Gardener  
Kendal Pet Aug 23 Ord Aug 23

DAVIS, JOHN, Peterborough, Grocer Peterborough Pet  
Aug 21 Ord Aug 21

DUNNICO, JAMES, Farnworth with Kearsley, Checkweigh-  
man Bolton Pet Aug 19 Ord Aug 19

HERBERT, WILLIAM, Maesteg, Glam, Collier Cardiff Pet  
Aug 21 Ord Aug 21

JERRY, GEORGE SAMUEL, Lower Clapton rd, Bookseller  
High Court Pet Aug 22 Ord Aug 22

KEATES, HENRY, Sherborne, Dorset, Innkeeper Yeovil  
Pet Aug 22 Ord Aug 22

KITCHINGMAN, HARRY, and HENRY KAYE, Batley, York,  
Plasterers Dewsbury Pet Aug 22 Ord Aug 22

LEE, ALFRED, Batley, York, Clothier Dewsbury Pet  
Aug 22 Ord Aug 22

MALPAS, JOHN, Caynham, Salop, Collier Leominster Pet  
Aug 21 Ord Aug 21

MARTIN, SAMUEL, Caynham, Salop, Collier Leominster  
Pet Aug 21 Ord Aug 21

MITCHELL, SAMUEL, Fritthelstock, Devon, Labourer Barn-  
staple Pet Aug 22 Ord Aug 22

PALMER, H G, Clifton, Bristol Bristol Pet July 1 Ord  
Aug 19

PARKER, THOMAS HERBERT, Burton on Trent, Baker  
Burton on Trent Pet Aug 21 Ord Aug 21

PEARSON, GEORGE, Halifax Halifax Pet Aug 21 Ord  
Aug 21

PEARSON, HENRY MARWOOD, West Hartlepool, Builder  
Sunderland Pet Aug 23 Ord Aug 23

RAPER, CHARLES, Scarborough Scarborough Pet Aug 22  
Ord Aug 22

NORTHERN ACETYLENE GAS AND CARBIDE CO, LIMITED.—Creditors are required, on or before  
Oct 6, to send in their names, addresses, and descriptions, and full particulars of debts  
and claims, to John Cockburn, 7, Collingwood st, Newcastle on Tyne. Anderson, New-  
castle on Tyne, solicitor for liquidator.

**SHIP & TURTLE (PAINTERS), LIMITED.**—Pete for winding up, presented Aug 25, directed to  
be heard on Sept 6. Riddell & Co, 9, John st, Bedford row, solicitors for petitioners. Notice  
of appearing must reach the above-named not later than 6 o'clock in the afternoon of  
Sept 5.

**FRIENDLY SOCIETIES DISSOLVED.**

**EAST LIVERPOOL FRIENDLY SOCIETY,** 41, Dauby st, Pembroke, Liverpool. Aug 19

**FRIENDLY ASSISTANT SOCIETY,** King's Arms Inn, Crediton, Devon. Aug 19

**HOLMES TABLET SICK AND BURIAL SOCIETY,** Leigh Arms Inn, Tarleton, Lancs. Aug 14

**LEWES MUTUAL ASSURANCE FRIENDLY SOCIETY,** Brewers' Arms Inn, Lewes, Sussex.  
Aug 23

**STAR OF THE SEA FRIENDLY TONTINE SOCIETY,** The Schools, Seaforth Vale, Seaforth  
Lancs. Aug 23

REED, THOMAS JACKSON, West Hartlepool, Innkeeper  
Sunderland Pet Aug 23 Ord Aug 23

SHORT, WILLIAM HARRY, Walsall, Rope Manufacturer  
Walsall Pet Aug 16 Ord Aug 22

SNARE, FREDERICK JOHN, Bridgworth, Salop, Cstrator  
Madelley Pet Aug 23 Ord Aug 23

SOPER, EMMA ELIZABETH, Brighton, Ladies' Outfitter  
Brighton Pet Aug 21 Ord Aug 21

STRAIGHT, ELIZABETH REBECCA, Hammersmith High  
Court Pet Aug 21 Ord Aug 21

STURT, ARTHUR, Heaton, Newcastle on Tyne, Builder  
Newcastle on Tyne Pet July 18 Ord Aug 22

THOMAS, WALTER MEREDYTH, Lupus st, St George's sq  
High Court Pet June 23 Ord Aug 19

VERNON, JAMES HENRY, Highgate High Court Pet June 22  
Ord Aug 19

WALTON, THOMAS, WILLIAM JAMES WALTON, and ALFRED  
WALTON, Blackburn, Cycle Dealers Blackburn Pet  
Aug 21 Ord Aug 21

WELSBY, ARTHUR JOHN, Bristol, Auctioneer Bristol Pet  
Aug 19 Ord Aug 19

WHITEHEAD, WILLIAM HENRY, Whittlesey, Cambs, Builder  
Peterborough Pet Aug 21 Ord Aug 21

**ADJUDICATION ANNULLED.**

LINDNER, ALICE LOUISA, Whitby Heath, Ellesmere Port,  
Cheshire, Widow Birkenhead Adjud Oct 20, 1897  
Annul Aug 22, 1899

*London Gazette.—TUESDAY, AUG. 29.*

**RECEIVING ORDERS.**

ABRAHAM, GEORGE EDWARD, Lower Weston, Bath,  
Assurance Agent Bath Pet Aug 26 Ord Aug 26

ADAMSON, BENJAMIN, Hesle, York, Groom Kingston upon  
Hull Pet Aug 26 Ord Aug 26

BARCHAM, ROBERT SAMUEL, North Walsham, Norfolk,  
Veterinary Surgeon Norwich Pet Aug 26 Ord  
Aug 26

BAYNES & CO, H, York, Drapers York Pet Aug 11 Ord  
Aug 25

CAND, JOSE, Sheffield, Draper Sheffield Pet Aug 25 Ord  
Aug 25

CAVART, WILLIAM, Mile End, Insurance Agent High  
Court Pet Aug 23 Ord Aug 25

CLARK, CORNELIUS, 81 Leonard's on Sea, Lodging house  
Keeper Hastings Pet Aug 26 Ord Aug 26

DAWKINS, JOSEPH, JOSEPH DAWKINS, jun, and WILLIAM  
ARTHUR DAWKINS, Desborough, Northampton,  
Builders Northampton Pet Aug 26 Ord Aug 23

FACER, WILLIAM, and JOSHUA JAMES WHITE, North-  
ampton, Shoe Manufacturers Northampton Pet Aug  
25 Ord Aug 25

FRIZZER, SOLOMON, Stoke Newington, Cap Manufacturer  
High Court Pet Aug 26 Ord Aug 26

GODWIN, JOHN, Ledbury, Hereford, Hop Growers' Provider  
Worcester Pet Aug 26 Ord Aug 26

GOFF, JAMES, Kettisbeare, Devon, Mason Exeter Pet  
Aug 23 Ord Aug 23

GRANT, ALBERT, Tokenhouse bldgs High Court Pet Aug  
25 Ord Aug 25

GRIFFITHS, CHARLES, Wrexham, Coal Merchant Wrexham  
Pet Aug 10 Ord Aug 24

HARRISON, WILLIAM HENRY, West Bromwich, Baker West  
Bromwich Pet Aug 24 Ord Aug 24

HAYNES, ERNEST TINSLEY, RICHARD HARRY WALKER, and  
BENJAMIN BOFFEY, Birmingham, Die Sinkers Birming-  
ham Pet Aug 23 Ord Aug 23

HOWARD, CHARLES, and WALTER JAMES SHARPE, Sutton at  
Hodge, nr Darford, Drapers Rochester Pet Aug 11  
Ord Aug 24

JOBBS, CHARLES, Winchester, Builder Portsmouth Pet  
Aug 25 Ord Aug 25

JONES, JOHN, Porth, Glam, Butcher Pontypridd Pet Aug  
21 Ord Aug 21

KERRIDGE, SHADRACH, East Bergholt, Suffolk, Grocer  
Ipswich Pet Aug 26 Ord Aug 26

LESTER, THOMAS, and JAMES ALLEN, Tunbridge Wells,  
Builders Tunbridge Wells Pet Aug 25 Ord Aug 25

MAQUIRE, ALFRED THOMAS WILSON, Bow rd High Court  
Pet Aug 23 Ord Aug 23

NORRIS, JAMES, Pontypridd, Fancy Goods Dealer Ponty-  
pridd Pet Aug 6 Ord Aug 18

PLANCE, HARRY SEALY, Fulham, Dentist High Court Pet  
Aug 23 Ord Aug 23

SMITH, MARY CONSTANCE, Lyme Regis, Dorset, Miller  
Exeter Pet Aug 15 Ord Aug 25

THAMES, HENRY WILLIAM, Northfleet, Kent, Electrical  
Engineer Rochester Pet Aug 23 Ord Aug 23

THOMAS, DANIEL, Tonyrefail, Glam, Stationer Pontypridd  
Pet Aug 21 Ord Aug 26

TROWBRIDGE, EDWARD BROMLEY, Streatham, Civil Servant  
High Court Pet Aug 25 Ord Aug 26

WARD, ARTHUR JAMES, Wolverhampton, Licensed  
Victualler Wolverhampton Pet Aug 24 Ord Aug 24

Amended notice substituted for that published in the  
London Gazette of Aug 26:

BROWN, WILLIAM TURNBULL, Monkwearmouth, Durham,  
Baker Sunderland Pet Aug 23 Ord Aug 23

## FIRST MEETINGS.

**BEST, CHARLES JAMES**, Blandford, Dorset, Coal Merchant Sept 5 at 1 Off Rec, Endless st, Salisbury  
**BROOK, JOHN**, St Gorran, nr St Austell, Farmer Sept 6 at 12 Off Rec, Boscawen st, Truro  
**CASEBY, WILLIAM**, Mile End, Insurance Agent Sept 5 at 12 Bankruptcy bldg, Carey st  
**DAVIS, JOHN**, Peterborough, Grocer Sept 22 at 11.45 Law Courts, New rd, Peterborough  
**ELSE, JOSEPH**, Luton, Bedford, Straw Hat Manufacturer Sept 5 at 11.30 Off Rec, 1a, St Paul's sq, Bedford  
**GALLOP, W H**, Shirley, nr Southampton, Builder Sept 5 at 12.30 Off Rec, Endless st, Salisbury  
**GOATLEY, ALBERT EDWARD**, Thornton Heath, Surrey, Builder Sept 5 at 12.30 34, Railway app, London Bridge  
**GOFF, JAMES**, Kentisbeare, Devons, Mason Sept 14 at 10.30 Off Rec, 13, Bedford circus, Exeter  
**GOMERALL, JAMES FRANK**, Croydon, Commission Agent Sept 5 at 11.30 34, Railway app, London Bridge  
**HODGETTS, J F**, West Brompton Sept 7 at 12 Bankruptcy bldg, Carey st  
**HOLDSWORTH, SAM HARRISON**, and **HARRY FLETCHER**, Earlsheaton, York, Tailors Sept 5 at 8 Off Rec, Bank chmbrs, Bodley  
**HOLMES, WILLIAM ALBERT**, Putney, Florist Sept 6 at 12 24, Railway app, London Bridge  
**HOWARD, CHARLES**, and **WALTER JAMES SHARPE**, Sutton at Home, nr Dartford Sept 6 at 11.30 115, High st, Rochester  
**HURNELL, HARRY**, Tottenham, Accounts Clerk Sept 7 at 3 Off Rec, 85, Temple chmbrs, Temple av  
**JAMES, ARTHUR**, Canlon, Cardiff, Sailmaker Sept 7 at 3 117, St Mary st, Cardiff  
**LEE, DANIEL**, St James's at Sept 6 at 12 Bankruptcy bldg, Carey st  
**MURFITT, WILLIAM**, Watford, Diaper Sept 7 at 12 Room 221, Temple chmbrs, Temple av  
**OAKES, JOHN ROBERT**, Burgess Hill, Sussex, Coal Merchant Sept 6 at 12 Off Rec, 4, Pavilion bldg, Brighton  
**RAPEL, CHARLES**, Scarborough Sept 6 at 3 Off Rec, 74, Newborough, Scarborough  
**REES, DAVID**, Ayrton, Glams, Labourer Sept 7 at 11.30 Off Rec, 31, Alexandra rd, Swansea  
**RICHARDSON, EDWIN**, Great Marlow, Jeweller Sept 6 at 12 1, St Aldate's Oxford  
**ROBINSON, WILLIAM**, Scarborough, Butcher Sept 6 at 11.30 Off Rec, 74, Newborough, Scarborough  
**SOPEL, EMMA ELIZABETH**, Brighton, Ladies' Outfitter Sept 6 at 12 Off Rec, 4, Pavilion bldg, Brighton  
**STRAIGHT, ELIZABETH REBECCA**, Hammersmith Sept 7 at 12 Bankruptcy bldg, Carey st  
**TATE, JACOB JAMES**, Adelphi, Strand, Restaurant Proprietor Sept 6 at 11 Bankruptcy bldg, Carey st  
**THANE, HENRY WILLIAM**, Northfleet, Kent, Electrical Engineer Sept 6 at 12 115, High st, Rochester  
**WARDLE, WILLIAM**, Gateshead, Boot Dealer Sept 5 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne  
**WHITHEAD, WILLIAM HENRY**, Whittlesey, Cambs, Builder Sept 22 at 11.45 Law Courts, New rd, Peterborough

## ADJUDICATIONS.

**ADAMSON, BENJAMIN**, Heale, York, Groom Kingston upon Hull Pet Aug 21 Ord Aug 26  
**BARCLAY, ROBERT SAMUEL**, North Walsham, Norfolk, Veterinary Surgeon Norwich Pet Aug 26 Ord Aug 26  
**BYE, WILLIAM**, Bristol, Baker Bristol Pet Aug 15 Ord Aug 24  
**CAMP, JOE**, Sheffield, Draper Sheffield Pet Aug 23 Ord Aug 25  
**CAUSEY, WILLIAM**, Mile End, Insurance Agent High Court Pet Aug 24 Ord Aug 25  
**COOK, GEORGE ROBERT**, Margate, Builder Canterbury Pet Aug 22 Ord Aug 26  
**DAWKINS, JOSEPH**, JOSEPH DAWKINS, jun, and **WILLIAM ARTHUR DAWKINS**, Domborough, Northampton, Builders Northampton Pet Aug 16 Ord Aug 26  
**ELSE, JOSEPH**, Luton, Bedford, Straw Hat Manufacturer Luton Pet Aug 19 Ord Aug 25  
**FAGER, WILLIAM**, and **JOSHUA JAMES WHITE**, Northampton, Shoe Manufacturers Northampton Pet Aug 25 Ord Aug 25  
**FLOYD, VIVIAN**, Savile row, Court Dressmaker High Court Pet Aug 23 Ord Aug 23  
**FRIEZE, SOLOMON**, Stoke Newington, Cap Manufacturer High Court Pet Aug 23 Ord Aug 26  
**GILL, JONATHAN**, Adwood, nr Stockport, Farmer Stockport Pet Aug 23 Ord Aug 25  
**GOATLEY, ALBERT EDWARD**, Thornton Heath, Surrey, Builder Croydon Pet Aug 17 Ord Aug 22  
**GOPPIN, JOHN**, Ledbury, Hereford, Hop Growers' Provider Worcester Pet Aug 26 Ord Aug 26  
**GOFF, JAMES**, Kentisbeare, Devons, Mason Exeter Pet Aug 23 Ord Aug 22  
**HAWKES, FREDERIC JOHN**, Handsworth, Cycle Manufacturer Birmingham Pet Aug 22 Ord Aug 23  
**HURNELL, HARRY**, Tottenham, Accounts Clerk Edmonton Pet Aug 19 Ord Aug 24  
**JONES, JOHN**, Fort, Glam, Butcher Pontypidd Pet Aug 21 Ord Aug 21  
**KERRIDGE, SHADRACK**, East Bergholt, Suffolk, Grocer Ipswich Pet Aug 23 Ord Aug 23  
**MACGIBBIE, ALFRED THOMAS WILSON**, Bow rd High Court Pet Aug 23 Ord Aug 23  
**MARSLAND, MARTIN**, Bramhall, Cheshire, Grey Cloth Merchant Stockport Pet Aug 23 Ord Aug 26  
**NOBLE, JAMES**, Pontypidd, Glam, Fancy Goods Dealer Pontypidd Pet Aug 5 Ord Aug 22  
**OAKES, JOHN ROBERT**, Burgess Hill, Sussex, Coal Merchant Brighton Pet Aug 9 Ord Aug 26  
**PLANCE, HARRY BRADY**, Fulham, Dentist High Court Pet Aug 23 Ord Aug 23  
**REES, DAVID**, Aberavon, Glam, Labourer Neath Pet Aug 21 Ord Aug 23  
**SAMUELSON, BEVAN**, Fleet st, Journalist High Court Pet June 16 Ord Aug 24  
**THANE, HENRY WILLIAM**, Northfleet, Kent, Electrical Engineer Rochester Pet Aug 23 Ord Aug 23

**TROWBRIDGE, EDWARD BROMLEY**, Streatham, Civil Servant High Court Pet Aug 26 Ord Aug 26  
**WHITNEY, JOSHUA CHARLES**, Manchester, Estate Agent Manchester Pet July 13 Ord Aug 24

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